

<b>SOLICITATION AND OFFER</b>				1. [BLANK]				Page 1 of 32											
2. CONTRACT NUMBER				3. SOLICITATION NUMBER <div style="text-align: center;">OPR05000514</div>				4. TYPE OF SOLICITATION <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> SEALED BID (IFB)</div><div><input checked="" type="checkbox"/> NEGOTIATED (RFP)</div></div>				5. DATE ISSUED <div style="text-align: center;">05/18/2005</div>				6. REQUISITION/PURCHASE NUMBER <div style="text-align: center;">See Lines</div>			
7. ISSUED BY Office of Procurement 359 Ford Bldg. Washington,DC 20515  TEL: (202) 225-2921 ext.      FAX: (202) 226-2213 ext.				CODE    OP				8. ADDRESS OFFER TO (If other than item 7)											
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".																			
<b>SOLICITATION</b>																			
9. Sealed offers in original and <u>  3  </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>No hand deliveries</u> until <u>2:00 PM</u> local time <u>06/17/2005</u> (Hour) (Date)																			
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.																			
10. FOR INFORMATION CALL:				A. NAME Christine Stewart				B. TELEPHONE (NO COLLECT CALLS) AREA CODE    NUMBER    EXT. 202      226-2757				C. E-MAIL ADDRESS							
11. TABLE OF CONTENTS																			
(X)	SEC.	DESCRIPTION				PAGE(S)	(X)	SEC.	DESCRIPTION				PAGE(S)						
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES													
X	A	SOLICITATION/CONTRACT FORM				1	X	I	CONTRACT CLAUSES				24-25						
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS				2-10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.												
X	C	DESCRIPTION/SPECS./WORK STATEMENT				11-12		J	LIST OF ATTACHMENTS										
X	D	PACKAGING AND MARKING				13	PART IV - REPRESENTATIONS AND INSTRUCTIONS												
X	E	INSPECTION AND ACCEPTANCE				14-15	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS				26-27						
X	F	DELIVERIES OR PERFORMANCE				16-18													
X	G	CONTRACT ADMINISTRATION DATA				19-22	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS				28-31						
X	H	SPECIAL CONTRACT REQUIREMENTS				23	X	M	EVALUATION FACTORS FOR AWARD				32						
<b>OFFER (Must be fully completed by offeror)</b>																			
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.																			
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)				10 CALENDAR DAYS ( % )		20 CALENDAR DAYS ( % )		30 CALENDAR DAYS ( % )		CALENDAR DAYS ( % )									
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE									
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)													
15B. TELEPHONE NUMBER AREA CODE    NUMBER    EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE				18. OFFER DATE									
<b>AWARD (To be completed by Government)</b>																			
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT				21. ACCOUNTING AND APPROPRIATION											
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]								23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)											
24. ADMINISTERED BY (If other than Item 7)				CODE				25. PAYMENT WILL BE MADE BY											
								CODE											
26. NAME OF CONTRACTING OFFICER (Type or print)								27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)											
								28. AWARD DATE											
IMPORTANT - Award will be made on this Form or by other authorized official written notice.																			

Line Item Summary		Document Number	Title				Page
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Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	FLAG 3' x 5' Nylon	0001	(10/01/2005 to 09/30/2006)	0.00	ea	\$ _____	\$ _____
Ref Req No: HOSC000453							
0002	FLAG 3' x 5' Cotton		(10/01/2005 to 09/30/2006)	0.00	ea	\$ _____	\$ _____
0003	FLAG 4' x 6' Nylon		(10/01/2005 to 09/30/2006)	0.00	ea	\$ _____	\$ _____
0004	FLAG 5' x 8' Nylon		(10/01/2005 to 09/30/2006)	0.00	ea	\$ _____	\$ _____
0005	FLAG 5' x 8' Cotton		(10/01/2005 to 09/30/2006)	0.00	ea	\$ _____	\$ _____

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	3' x 5' Nylon Option FY 07	(10/01/2006 to 09/30/2007)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0007	FLAG 3' x 5' Cotton	(10/01/2006 to 09/30/2007)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0008	FLAG 4' x 6' Nylon	(10/01/2006 to 09/30/2007)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0009	FLAG 5 x 8' Nylon	(10/01/2006 to 09/30/2007)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0010	FLAG 5' 8' Cotton	(10/01/2006 to 09/30/2007)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0011	FLAG 3' x 5' Nylon Option FY 08	(10/01/2007 to 09/30/2008)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0012	FLAG 3' x 5' Cotton	(10/01/2007 to 09/30/2008)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0013	FLAG 4' x 6' Nylon	(10/01/2007 to 09/30/2008)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0014	FLAG 5' x 8' Nylon	(10/01/2007 to 09/30/2008)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0015	FLAG 5' x 8' Cotton	(10/01/2007 to 09/30/2008)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0016	FLAG 3' x 5' Nylon Option FY 09	(10/01/2008 to 09/30/2009)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0017	FLAG 3' x 5' Cotton	(10/01/2008 to 09/30/2009)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0018	FLAG 4' x 6' Nylon	(10/01/2008 to 09/30/2009)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0019	FLAG 5' x 8' Nylon	(10/01/2008 to 09/30/2009)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0020	FLAG 5' x 8' Cotton	(10/01/2008 to 09/30/2009)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0021	FLAG 3' x 5' Option FY 10	(10/01/2009 to 09/30/2010)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0022	FLAG 3' x 5' Cotton	(10/01/2009 to 09/30/2010)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0023	FLAG 4' x 6' Nylon	(10/01/2009 to 09/30/2010)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
0024	FLAG 5' x 8' Nylon	(10/01/2009 to 09/30/2010)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0025	FLAG 5' x 8' Cotton	(10/01/2009 to 09/30/2010)	0.00	ea	\$ _____	\$ _____ OPTION PERIOD
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Shipping Addresses

Code	Detail
0001	<p><b>Org:</b> AO650 Operations Support Center</p> <p><b>Addr:</b> Security 44050 Mercure Circle</p> <p>Dulles VA 20166</p> <p><b>Attn:</b> Clayton Meadows</p> <p><b>Phone:</b> (202) 797-5654 ext.</p> <p><b>Fax:</b> ( ) - ext.</p>

Invoice Addresses

Code	Detail
0001	<p><b>Org:</b> AO652 Operations Support Center / RMD</p> <p><b>Addr:</b> DO NOT MAIL INVOICES, FAX TO: 202-226-0065</p> <p>Washington DC 20515</p> <p><b>Attn:</b> VENDOR MANAGEMENT</p> <p><b>Phone:</b> ( ) - ext.</p> <p><b>Fax:</b> ( ) - ext.</p>

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

#### C.1 INTRODUCTION

The House purchases flags for Member offices to allow for a constituent who wants a flag that has been flown over the Capitol. The flags are individually flown over the Capitol and a certificate verifying this and the date of the flying is included with the flag. The package is then mailed to the constituent who has purchased the flag, paid for its flying and included costs to cover the mailing expense. Congressional flags are not competing with retail operators because the House is selling a flag with an added value that can only be provided by Congress.

The successful offeror must meet all specifications and requirements. Past performance and price evaluations will be considered in choosing the successful offeror. Quality and performance will be considered in making the award in accordance with Section M.1.

#### C.2 SCOPE OF WORK

As industry production reflects Congress has many more requests around national and patriotic holidays. This would include Memorial Day, Flag Day, July 4th Independence Day, and Veteran's Day. The most frequently purchased flag is the 3' x 5' nylon. In calendar year 2004, the House purchased 41,316 nylon 3' x 5's on 15 purchase orders; 12,114 cotton 3' x 5's on 8 purchase orders; 18,096 nylon 4' x 6's on 7 purchase orders; 11,224 nylon 5' x 8's on 6 purchase orders; 8,112 cotton 5' x 8's on 5 purchase orders.

#### C.3 TERMS OF CONTRACT

This contract will have a base period of performance of one year: approximately October 1, 2005 to September 30, 2006. There are four (4) 1 year option renewals that the House may exercise. The contractor shall procure the necessary supplies, facilities, equipment, etc., and be ready to begin full production as of the date of award. Anticipated first delivery will be expected by October 21, 2005.

#### C.4 DELIVERY

Delivery will be fifteen (15) calendar days after placement of each order if the order total is 5,000 flags or less. Delivery will be thirty (30) calendar days after placement of each order if the order total is greater than 5,000 flags. An earlier delivery schedule is acceptable. This delivery schedule applies to any purchase made under this agreement. See Section D for instructions for "Marking" and "Packaging" requirements.

#### C.5 SAMPLES

Samples submitted must comply with all requirements of the specifications/descriptions and must be a full and fair example of the item to be supplied. Each sample must be clearly identified as "SAMPLE ONLY". Samples should be labeled on the outside of the wrapping with: manufacturer, brand name, bidder name, bid item number, size, and fabric. Consideration will not be given to any quotes or samples that are received after the closing date. Offerors who submit packages without samples will not be considered.

#### C.6 CONTRACTOR MANUFACTURE METHODOLOGY

The properties and methods used to produce the submitted original samples shall not be changed during the course of the contract without written approval from the contracting officer.

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## C.7 SPECIFICATIONS

### A. ALL FLAGS AND MATERIALS MUST BE MANUFACTURED IN THE USA.

Note: The costs for each flag shall include the following: flag, box, and use and care instructions.

### B. Flag Sizes and Description

0001. - 3' x 5' outdoor nylon, U.S. flag sewn stripes, sewn or embroidered stars, flag headers finished with white drilled heading, size #2 brass grommets, double stitched (8 to 12 per inch), 200 denier fabric, dyed with permanent dyes. Any manufacturer's markings must be on a removable label. The label may be stitched onto the heading. No stamped markings of any kind on flag heading.

0002. - 3'x 5' outdoor cotton, U.S. flag, sewn stripes, sewn or embroidered stars, flag headers finished with white drilled heading size #2 brass grommets, double stitched (8 to 12 per inch), dyed with permanent dyes. Any manufacturers markings must be on a removable label. The label may be stitched onto the heading. No stamped markings of any kind on flag heading.

0003. - 4' x 6' outdoor nylon, U.S. flag, sewn stripes, sewn or embroidered stars, flag headers finished with white drilled heading, size #2 brass grommets, double stitched (8 to 12 per inch), 200 denier fabric, dyed with permanent dyes. Any manufacturers markings must be on a removable label. The label may be stitched onto the heading. No stamped markings of any kind on flag heading.

0004. - 5' x 8' outdoor nylon, U.S. flag, sewn stripes, sewn or embroidered stars, flag headers finished with white drilled heading, size #2 brass grommets, double stitched (8 to 12 per inch), 200 denier fabric, dyed with permanent dyes. Any manufacturers markings must be on a removable label. The label may be stitched onto the heading. No stamped markings of any kind on flag heading.

0005. - 5' x 8' outdoor cotton, U.S. flag, sewn stripes, sewn or embroidered stars, flag headers finished with white drilled heading, size #2 brass grommets, double stitched (8 to 12 per inch), dyed with permanent dyes. Any manufacturers markings must be on a removable label. The label may be stitched onto the heading. No stamped markings of any kind on flag heading.

C. Boxes - Flags are to be individually boxed in two-piece, telescope type boxes with minimum board size of 24 points or one-piece die-cut box of sufficient strength to permit stacking. Box must be a minimum of 12 ½" x 9 ½" INSIDE DIMENSIONS, with depth determined by thickness of folded flag. The end panel of each box must contain information necessary to accurately identify contents (i.e., size and material). Each boxed flag must contain information on how to use and care for the flag. Boxed flags must be packed in cartons marked with flag size and material then banded or shrink-wrapped on pallets well constructed and suitable for stacking.

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## SECTION D -- PACKAGING AND MARKING

### D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

### D.2 HC.4.004 MARKING AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

### D.3 HC.4.005 PACKAGING AUGUST 2002

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. Printing, copying, and finishing (e.g., binding of packages) shall be accomplished in the most economical manner consistent with commercial practices.

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 HC.5.003 INSPECTION OF SERVICES

JUNE 2002

- a. Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after contract termination.
- c. The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the contractor's work.

### E.2 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

### E.3 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

- a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.
- b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.
- c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.
- d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.
- e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.

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f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend from October 1, 2005 through September 30, 2006 .

### F.2 HC.6.003 OPTION TO EXTEND THE TERM OF THE CONTRACT MAY 2001

- a. The House may extend the term of this contract up to 4 times for a period of 12 months each.
- b. The total duration of this contract, including the exercise of any options under this clause shall not exceed a period of 60 months.

### F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

### F.4 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

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b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

(a) That debarment is being considered;

(b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;

(c) Of the cause(s) relied upon for proposing debarment;

(d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;

(e) Of the effect of the issuance of the notice of proposed debarment; and

(f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

(a) Referring to the notice of proposed debarment;

(b) Specifying the reasons for debarment;

(c) Stating the period of debarment, including effective dates; and

(d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.

d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

## **F.5 HC.6.008 LIQUIDATED DAMAGES**

**MAY 2001**

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

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F.6 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP) as prescribed in Section 11 of the Procurement Instructions for the U.S. House of Representatives. This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

### G.2 HC.7.003 INVOICES

FEBRUARY 2005

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at [www.house.gov/finance](http://www.house.gov/finance) for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN)

Period of Performance

Brief Description of Item

Quantity Delivered

Unit Price

Extended Price

Total Price of all deliverables contained on Invoice

Payment Terms, if appropriate (Example: 2% 10 - Net 30)

d. The House does not pay federal, state or local taxes unless mandated by law.

e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

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G.3 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

a. Contracting Officer (CO):

William L. Dellar  
Interim Associate Administrator, Office of Finance and Procurement  
Room 331, Ford House Office Building  
U.S. House of Representatives  
Washington, DC 20515

Telephone: (202) 225-2921  
Fax: (202) 226-3850

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative (COR):

Name:  
Title:  
Address:

Phone:  
Fax:  
E - mail:

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

Christine Stewart  
Procurement Specialist

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356 Ford House Office Building  
US House of Representatives  
Washington, Dc 20515

(202) 226-2757

(202) 226-2214

E - mail: Christine.Stewart@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

#### G.4 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

- a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.
- b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.
- c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

#### G.5 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

#### G.6 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE

FEBRUARY 2005

- a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.
- b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

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c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.7 HC.7.001 ORDERING

FEBRUARY 2005

This is a requirements contract and all work performed by the contractor shall be authorized by individual task or delivery orders. Issuance of orders is at the sole discretion of the House.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 HC.8.002 IDENTIFICATION BADGES

MAY 2001

The contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

### H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

MAY 2001

a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.

b. The employee shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the COR. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police every three years.

### H.3 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### H.4 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

### H.5 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

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## SECTION I -- CONTRACT CLAUSES

### I.1 CONTRACT TYPE

House intends to issue a Firm-Fixed Price, IDIQ (Indefinite Delivery Indefinite Quantity) contract.

### I.2 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.

b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.

c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

### I.3 HC.9.002 OBSERVANCE OF LAWS MAY 2001

a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.

b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

### I.4 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

### I.5 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

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The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.6 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.7 HC.9.019 BUY AMERICAN

MARCH 2003

Unless otherwise specified, items are to be of the growth and manufacture of the United States.

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## SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

### K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

### K.3 HC.11.003 INSURANCE INFORMATION

JULY 2001

- a. Carriers
- b. Limits and excess coverage or employer liability and general liability
- c. Worker's Compensation insurance experience modification

### K.4 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Detailed business history.
- c. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.

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**K.5 HC.11.006 QUALITY INFORMATION**

**JULY 2001**

Quality Policy

- b. Total quality management process, if any
- c. Quality reporting to client
- d. Customer satisfaction guarantees and assurances

**K.6 HC.11.007 ELIGIBILITY FOR AWARD**

**JULY 2001**

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

**K.7 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL**

**JULY 2001**

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within \_\_\_\_\_calendar days after receipt of the offer.

**K.8 HC.11.019 SIGNATURE**

**AUGUST 2002**

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

\_\_\_\_\_  
NAME OF OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PERSON  
AUTHORIZED TO SIGN

\_\_\_\_\_  
PRINTED NAME OF PERSON  
AUTHORIZED TO SIGN

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Administrative and Price Proposal. Part I shall be divided into the following distinct and marked parts:

- (1) "Section A of RFP." The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Section B Price Schedules." Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer

a. Contractor shall submit samples of Flags and Boxes described in Section C. Statement of Work

- (3) "Section G Contract Administration". Offeror shall complete the required sections of Section G.
- (4) Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete the required clauses of Section K.
- (5) Technical Proposal - product sample and specifications must comply with Section C.
- (6) Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.
- (7) Offeror shall provide references for five current or recent (within three years) customers and five past customer, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

### L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit three (3) copies, one (1) original copy, and one electronic version in MS Word format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A. Facsimile proposals will NOT be accepted.

Note: Contractor shall submit samples of Flags and Boxes described in Section C. Statement of Work

### L.3 HC.12.005 DELIVERY OF PROPOSALS - FAX & E-MAIL

OCTOBER 2001

The House will accept e-mail proposals by the time and date specified in Section A.

Proposals may be withdrawn by fax or e-mail received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

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**L.4 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS JULY 2001**

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it;

(a) Was in the best interest of the House and it is received before award is made, or

(b) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or

(c) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

(d) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

**L.5 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS JULY 2001**

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or

(3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

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**L.6 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001**

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

**L.7 HC.12.010 CONTENT OF PROPOSALS JULY 2001**

Each proposal shall be divided into two separate packages (binders) and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Both parts, properly identified, may be in the same binder or loose-leaf cover. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

a. Binder I - Administrative and Price Proposal. Part I shall be divided into the following distinct and marked parts:

- (1) "Section A of RFP." The Offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Section B Price Schedules." Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer.
- (3) "Section G Contract Administration." Offeror shall complete the required sections of Section G.
- (4) "Section K - Representations, Certifications, And Statements Of Offerors." Offeror shall complete the required sections of Section K.

b. Binder II - Technical Proposal. Part II shall be divided into the following distinct and marked parts:

- (1) "Price/Technical Approach"

The offeror shall describe the overall approach to providing services in accordance with specifications herein. The proposal should discuss planned approaches to meet the requirements called for in the statement of work and other opportunities for the offeror and the CAO to work as partners in improving the House environment.

The extent the plans and procedures proposed to accomplish the tasks specified in Section C (and any corresponding appendices in Section J) are clearly described, their quality and appropriateness and evidence of sound management structures and procedures.

The offeror shall include a project management approach to track the delivery of products and services related to this contract and to work with the COR and staff. This includes:

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- To ensure proper planning for work breakdown and schedules
- Service team structures
- To report performance of work on an accurate and objective basis and to identify any problems or issues as early as possible
- Working relationship with the COR and House staff

The offeror shall provide resumes of all senior technical staff and key program management personnel. Staff capabilities will be evaluated based on technical experience and experience servicing customers in the Legislative Branch.

Note: Offerors whose products are misrepresented during the solicitation phase, who are subsequently awarded a contract, will be subject to the penalty provisions of the contract.

(2) "Corporate Capabilities and Past Performance"

Provide organization charts showing the chain of command of supervision and management staff proposed for the contract. Provide background and qualifications of the Program Manager to be assigned to the operation and a brief resume on the key management personnel listed in the chain of command (2 page maximum).

The offeror shall include proposed staffing that addresses the management and timing of staffing decisions for assigning people to the project and removing them from the project. The staffing approach must be definitive enough to provide the House with a clear understanding of how the offeror intends to staff this contract (with key and non-key technical personnel) to successfully meet all the requirements of the statement of work.

Column heads for Project Staffing Table, for guidance only:

Name, proposed position and labor category , proposed labor rate, position description, key or non key staff indication

Additionally, the offeror shall submit personnel resumes (2 pages per person maximum) for key personnel and non-key technical personnel who shall be assigned to this contract.

The offeror shall provide an abstract to demonstrate their knowledge of the legislative processes and their capability to perform effectively in a legislative environment.

Provide pertinent experience and qualifications in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.

The offeror shall provide references for three current or recent (within three years) customers and three past customers, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to offerors whose proposals meeting the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors.

- (1) Management/Technical Approach
- (2) Corporate Capabilities/Past Performance
- (3) Price

\*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

### M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a single contract resulting from this solicitation to the responsible offerors whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

- (1) reject any or all offers, if such action is in its interest,
- (2) waive informalities and minor irregularities in offers received.

c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.